

UNITED STATES DISTRICT COURT

for the

Eastern District of Pennsylvania

ANDREW R. PERRONG
Plaintiff

v.

REWEB REAL ESTATE LLC ("REWEB"); KYLE
MCLAUGHLIN; NICHOLAS UMMARINO & DOES I
THROUGH 100, INCLUSIVE
Defendants

Civil Action No. 19-4228

ANSWER

FILED

DEC 18 2019

KATE BARKMAN, Clerk
Dep. Clerk**ANSWER TO CIVIL ACTION**

We the defendants, KYLE MCLAUGHLIN, NICHOLAS UMMARINO and REWEB REAL ESTATE, LLC ("defendants") respectfully answer Andrew R. Perrong, Plaintiff's Civil Action as follows:

I

1. We the Defendants deny all allegations in paragraph 1. REWeb Real Estate is a Real Estate Brokerage servicing clients throughout Southwest Florida assisting them in purchasing and selling real estate. REWeb does not, nor has ever owned any real property as a company. The plaintiff's labeling of our potential clients as "victims" is defamatory and discriminative.

2. We the Defendants deny all allegations in paragraph 2. REWeb contacts potential clients only within our immediate market that the company is actually licensed to service. Any contact with individuals outside of this jurisdiction is a rare occurrence and considered accidental - This is covered by our "Do Not Call Policy" which we keep and distribute to all associates within the company as well as advertise to the public on our website. Please see "Exhibit A" attached to this response.

3. We the Defendants deny all allegations in paragraph 3. To sustain a "common fact pattern" plaintiff would have to have access and proof of other occurrences in which individuals on the DNC list have been "illegally contacted" by our associates and/or the company; which he did not provide.

II

4 & 5. We the Defendants deny all allegations in paragraphs 4-5. Respectfully, the court does not have jurisdiction upon the defendants as the company is based, licensed and exclusively operates only in Southwest Florida and only does business with homeowners within the aforementioned area. Plaintiff is located in Jenkintown, Pennsylvania and does not own real property in Southwest Florida.

III

6. We the Defendants agree with allegations in paragraph 6

7. We the Defendants deny all allegations in paragraph 7. The location and name of the company is accurate, however, REWeb Real Estate is a Real Estate Brokerage servicing clients throughout Southwest Florida assisting them in purchasing and selling

real estate. REWeb does not, nor has ever owned any real property as a company. For the plaintiff to call our potential clients "victims" is defamatory and discriminative

8. We the Defendants deny all allegations in paragraph 8. While Kyle McLaughlin owns and operates REWeb, the statement herein is completely defamatory and discriminative that may cause harm to the company's legal operations of brokering real estate services.

9. We the Defendants deny all allegations in paragraph 9. I, Nicholas Ummarino, Defendant in the above action deny all allegations against me. I am an independent contractor licensed with REWeb Real Estate, LLC. I was asked by my broker Kyle McLaughlin to intercept incoming leads of which I was the initial point of contact with the plaintiff thereafter I transferred the call to Kyle McLaughlin Defendant. That was my only communication with the plaintiff. Furthermore, I had no knowledge of this complaint prior to receiving service of the summons. My broker Kyle McLaughlin Defendant failed to notify me of any prior communication he had with plaintiff.

10 & 11. We the Defendants deny all allegations in paragraphs 10-11. These statements are completely false, assumptive and lack any substantial evidence to be considered. REWeb is not in the business of purchasing homes and cannot even remotely be compared to the plaintiff's citations and comparisons.

12. We the Defendants deny all allegations in paragraph 12. Once again, there's no evidence or proof to this claim.

13. We the Defendants deny all allegations in paragraph 13. Once again, there's no evidence or proof to this claim.

14. We the Defendants deny all allegations in paragraph 14. Once again, there's no evidence or proof to this claim

15. We the Defendants agree with allegations in paragraph 15

16 & 17. No response is needed for paragraphs 16-17

IV

18. We the Defendants deny all allegations in paragraph 18. There was only one text message sent to the plaintiff directly, there was never any use of a "robo-dialing system" and there is no evidence of such a device being used to contact the plaintiff. This allegation is unsubstantiated, lacks proof and merit.

19. We the Defendants deny all allegations in paragraph 19. This is not an SMS code, this is a phone number.

20. We the Defendants deny all allegations in paragraph 20. Once again, this is not an SMS code, this is a phone number and there is absolutely no evidence to the claim.

21. We the Defendants deny all allegations in paragraph 21. The Defendants have never used such a service and it is unclear how plaintiff came to this conclusion without proof.

22. We the Defendants deny all allegations in paragraph 22. This is not a service REWeb or any of its associates use, or have ever used.

23. We the Defendants deny all allegations in paragraph 23. This is irrelevant to REWeb as the company does not, and has never used this service.

24. We the Defendants deny all allegations in paragraph 24. To say these “facts” support the plaintiff’s allegations is completely trivial, with no proof or merit that the company used such services to inadvertently contact the plaintiff.

25 - 29. We the Defendants deny all allegations in paragraphs 25-29. This was one text message, not three. It is not within a sender’s control if the receiver’s cell phone provider delivers the message as a whole, or in parts.

30. We the Defendants agree with allegations in paragraph 30. This further proves that the message was sent to the plaintiff in error, as it was intended for the owner of the property located at 1425 NW 8th PL in Cape Coral, FL, Devin Hotsko.

31. We the Defendants deny all allegations in paragraph 31. Once again, for the plaintiff to call our potential clients “victims” is defamatory and discriminative. Furthermore, there is no tangible reason for an individual to be “bewildered” by a simple text message, especially when said text message has been received by an incorrect party, unintentionally.

32. We the Defendants deny all allegations in paragraph 32. First, the personalized message was addressed to “Devin”, which plaintiff admits, therefore to say the message has “impersonal nature” is incorrect and gives no proof or evidence that said message was “sent en masse to hundreds, thousands, or potentially millions of victims” This is one of many examples of the plaintiff attempting to dramatize and use frivolous statements to support and add emphasis to his claim.

33. We the Defendants agree with allegations in paragraph 33. Plaintiff responded to the message, which read “I might be interested? What real estate company are you with and what is your offer?” therefore pretending and misrepresenting himself to be the owner of 1425 NW 8th PL Cape Coral, FL and baiting the sender to respond by providing information for the sole purpose of creating this malicious and fictitious claim for personal monetary gains.

34. We the Defendants deny all allegations in paragraph 34. The plaintiff consented to the response by misrepresenting himself and asking for information for the sole purpose of harming the defendants.

35. We the Defendants deny all allegations in paragraph 35. The email response to the plaintiff included a link to our website which provides a copy of our Do-Not-Call Policy, which can be found at the footer of every page on the company website, www.reweb.us

36. We the Defendants deny all allegations in paragraph 36. The company and its representatives take the DNC policies and all laws very seriously and are provided with a copy of the same DNC policy seen on the company website. This claim lacks evidence to substantiate.

37. We the Defendants deny all allegations in paragraph 37. The sole purpose of the plaintiff’s call was an attempt to extort money from the defendant in exchange for “dropping the case” the plaintiff demanded to be paid \$7,000.00 USD immediately and threatened that the settlement amount “would only go up” if defendant did not immediately agree to the proposed terms before disconnecting the call. This fact is

further substantiated by an email later sent by the plaintiff, Andrew Perrong in which he states *"You are wrong. I know you are wrong. I have case law to prove that you are wrong. You will not win. You are the one that is wasting your time by relying on inaccurate and outdated sources about the tcpa. You need a lawyer. \$7,000 gets this case settled. I told you that the amount would go up when I hung up on the phone. That's as good as it's going to get, as good as it's ever going to get, and is the best offer in all possible worlds."* Evidence of such email is provided in "Exhibit B" attached to this response.

38. We the Defendants deny all allegations in paragraph 38. Defendant does not, nor has ever used Twilio services. Plaintiff's citations, specifically <https://rewebventures.com/areas-of-work>, have nothing to do with the business that REWeb Real Estate, LLC conducts, therefore this claim lacks evidence to substantiate.

39. We the Defendants deny all allegations in paragraph 39. No such demonstrations have been made, no proof has been provided and furthermore, this claim lacks evidence to substantiate.

40. We the Defendants deny all allegations in paragraph 40. Plaintiff has provided no evidence that his cell phone service is charged "per text"

41. We the Defendants deny all allegations in paragraph 41. Messages were not placed using an automatic telephone dialing system and Plaintiff has provided no substantiated proof to believe otherwise.

42. We the Defendants deny all allegations in paragraph 42. Irrelevant to this case as plaintiff was reached in error.

43. We the Defendants deny all allegations in paragraph 43. This is yet another example of the plaintiff attempting to dramatize and use frivolous statements to support and add emphasis to his claim. None of the claims in which plaintiff states that he was "harmed" hold any merit nor have been supported by any evidence.

44. We the Defendants deny all allegations in paragraph 44. "Adequately" is a subjective term as plaintiff misrepresented himself by pretending to be Devin Hotsko and acted with the sole intent to damage and harm the defendants financially. The very basis of this suit would have been completely avoided, had the plaintiff simply identified himself as an incorrect party to the message.

45. We the Defendants deny all allegations in paragraph 45. Irrelevant to this case as plaintiff was reached in error.

46. We the Defendants deny all allegations in paragraph 46. Plaintiff was reached in error and unintentionally. Furthermore, messages were not placed using an automatic telephone dialing system and plaintiff has provided no substantiated proof to believe otherwise.

47. We the Defendants deny all allegations in paragraph 47. This is not relevant to this case, furthermore, the case law provided by the plaintiff does not support nor hold any relevance to the actions taken by plaintiff to obtain further information from the defendant. It is very clear that plaintiff did not simply "press 1" to continue communications, instead, he chose to pretend to be an individual and member of the public that he very clearly is not in order to build his case.

48. We the Defendants agree with allegations in paragraph 48. This is further proof that the plaintiff was reached in error and unintentionally.

49. We the Defendants deny all allegations in paragraph 49. Based on the above facts and responses.

WHEREFORE, Defendants pray for relief against the Plaintiff as follows:

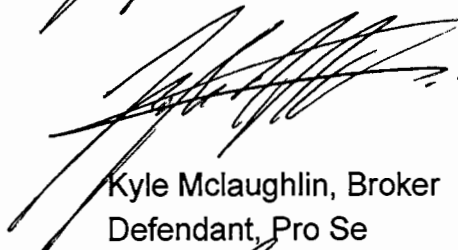
1. That the case be dismissed due to lack of evidence.
2. For reimbursement of expenses and time involved in this action.
3. For any and all other relief that the court deems just and fair.

This 16th day of December 2019.

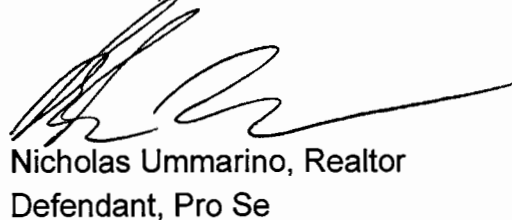
Respectfully submitted,



REWeb Real Estate, LLC



Kyle McLaughlin, Broker
Defendant, Pro Se



Nicholas Ummarino, Realtor
Defendant, Pro Se

Exhibit A**DO NOT CALL POLICY**

DO NOT CALL Policy
REWeb Real Estate, LLC
Established April 1st, 2019

DO NOT CALL POLICY AND PROCEDURE

It is the policy of REWeb Real Estate, LLC to fully comply with all applicable "Do Not Call" laws and regulations regarding wired and wireless telephone communications (whether by live, artificial or prerecorded voice, telephone facsimile machine, computer or otherwise) to any covered telephone line or number. In a good faith effort to so comply and to provide consumers with an opportunity to exercise their "do not call" rights, the Firm hereby establishes, and will implement, the following procedures

(1) No representative of the Firm shall initiate any telephone solicitation, as defined by law, to any residential telephone subscriber before the hour of 8 00 a.m. or after 9 00 p.m. (local time at the called party's location)

(2) The Firm shall maintain a "company-specific" do not call list and shall promptly honor a request to be placed on the company do not call list within a reasonable time of such request, not to exceed 3 business days from the date of said request. Each entry on such "company-specific" do not call list shall be retained for at least five (5) years or until the requester makes a further written request to be deleted from said list. The Company-specific do not call list shall be readily available for every company representative within the company's lead database and/or upon request to an administrator or officer of the company.

(3) The Firm shall periodically purchase or otherwise obtain from the Do Not Call Administrator not less frequently than every three months or such lesser time as may be prescribed by law, the applicable National Do Not Call database for the area in which the Firm makes telephone solicitations for the purpose of compliance with the "do not call" provisions of state and federal law. A copy of the National Do Not Call database shall be readily available for every company representative within the firm's training material and or upon request to an administrator or officer of the company.

(4) Prior to making any telephone solicitation, a representative of the Firm shall check both the "company-specific" do not call list and either the most recent applicable Do Not Call National database or the Firm's download of this database to ensure that no call is placed to a residential telephone subscriber listed therein unless (a) the Firm has the subscriber's prior express permission, evidenced by a signed written agreement which states that the consumer agrees to the contact by the Firm and includes the telephone number to which the call may be placed, (b) the company representative making the call has a personal relationship with the recipient of the call (a personal relationship means that the person called is personally known to the caller) or (c) for all calls prior to April 1st, 2019, the Firm has an "established business relationship" as defined by law, which is such to create an expectation on the part of the consumer that a particular company will call them.

(Continued on Page 2)

An established business relationship with one company may extend to an affiliate of that company if the consumer would reasonably expect the affiliate to be included as part of the relationship. The test is the reasonable expectation of the consumer as to

which company could call them. An established business relationship means the firm has closed a transaction or completed a purchase with the telephone subscriber within 18

months prior to making the call or an inquiry or application has been made by the consumer to the Firm or its representatives within three months prior to the making of the call. An application or inquiry must be of such a nature that the consumer would expect to receive a call from the Firm. The representative of the Firm shall also check any applicable "cease-and-desist" list issued pursuant to Real Property Law § 442-h(2) and shall not call a residential telephone number on the cease-and-desist list.

(5) No representative of the Firm shall use any technology to dial a telephone number for the purpose of determining whether the line is a fax or voice line nor use an automatic telephone dialing system or artificial or pre-recorded message in any call made to a wireless telephone number. The use by any representative of the Firm of any artificial or pre-recorded messages delivered by an automatic telephone dialing system shall identify the Firm and the Firm's telephone number or address. No representative of the Firm shall use any system which blocks the transmission of caller ID information. All representatives of the Firm (whether employees or independent contractors) shall advise the Broker in writing of the fact that such a system is being used.

(6) In order to comply with all applicable do not call laws and the Firm's license law duty to supervise affiliated licensees, each representative of the Firm shall undergo periodic training as to the applicable law regarding telephone solicitations, including a review of the applicable rules regarding do not call restrictions, and shall be subject to discipline, up to and including termination, for any failure to participate in such training and any failure to comply with the Firm's Do Not Call Policy and Procedures, as well as all applicable legal provisions.

(7) The firm reserves the right to prove unintended solicitation if any call made in violation of the Do Not Call policies was the result of an error. Unintended Solicitation can be defined as a phone call, text message, facsimile or any other form of telecommunication in which the private party was reached in error and such error can be proven through communication logs.

(8) In the event of any question regarding the provisions of applicable law or this Do Not Call Policy and Procedure, the representative of the Firm shall promptly contact Kyle McLaughlin or any other administrative member of the firm to obtain clarification

REWeb Real Estate, LLC
1441 Ridge Street Naples, FL 34102
239-300-2877
info@reweb.us

GIVE US A CALL

239 300 2877

SEND A MESSAGE

INFO@REWEB.US

VISIT US

1441 Ridge Street Naples, FL 34103



[DNC POLICY](#) [TERMS & PRIVACY](#) [AFFILIATE DISCLOSURE](#)

[BUY](#) [SELL](#) [INVEST](#) [JOIN](#) [ABOUT](#)

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12/13/2019

REWeb Mail - Illegal Text Messages from ReWeb

**Exhibit B**

Kyle McLaughlin <kyle@reweb.us>

Illegal Text Messages from ReWeb

Andy P. <andyperrong@gmail.com>
 To: Kyle McLaughlin <kyle@reweb.us>

Wed, Sep 11, 2019 at 3 45 PM

You are wrong. I know you are wrong. I have case law to prove that you are wrong. You will not win. You are the one that is wasting your time by relying on inaccurate and outdated sources about the tcpa. You need a lawyer. \$7,000 gets this case settled. I told you that the amount would go up when I hung up on the phone. That's as good as it's going to get, as good as it's ever going to get, and is the best offer in all possible worlds.

I'm driving to the courthouse now to file this.

On Wednesday, September 11, 2019, Kyle McLaughlin <kyle@reweb.us> wrote:

>
 > Andrew,
 > See below copy and paste straight from the TCPA, you are wasting our time here. We can prove all of this, especially #6:
 >
 > Calls and faxes
 > The TCPA also covers robocalls and faxes, and there is a safe harbor provision for the Do Not Call portion of the TCPA. To potentially be covered by the provision, a company needs to show that it:
 >
 > has written procedures regarding compliance with the do-not-call requirements
 > trains personnel in those procedures
 > monitors and enforces compliance with those procedures
 > maintains a company-specific list of telephone numbers that may not be called
 > has accessed the national do-not-call registry no more than 31 days before calling a consumer
 > maintains records of this process and can show that any call violation was made in error
 >
 > Call me on my mobile if you need to discuss this further; otherwise please spare yourself and us the time and expense for this to go nowhere.
 > Thank you,
 > Kyle McLaughlin, PA
 > President
 > Licensed FL Real Estate Broker<https://ci3.googleusercontent.com/proxy/Bjfk-F_ZvIJsP7zXZYMOh4jffot-GZpb45WTWK-9PVfjz7EtfVS8uO3ECIka_Kc4Dml8X00hhwx146dvZyqNnKyZ9Nx8LajEsqEGrYvgtTs=s0-d-e1-ft#https://imgazer.imageshack.com/v2/1024x768q90/924/ZuyPgG.png>
 > REWeb
 >
 > 1441 Ridge Street
 > Naples, FL 34103
 > t: 239.300.2877
 > m: 239.641.1892
 > e: kyle@reweb.us
 > https://reweb.us/<https://ci5.googleusercontent.com/proxy/rWehJX8xmwojr-oK-A7n6UjasQ3ff3qFNB-HVAvmEY5Fb6oxg39ozjQhuKHVT_Y75tRL4PLAtYqcF-luT8k_zGjxNReHsxd9xEr4BldEVoorxl1fqGtDbSJ8Sb35fRXHdblpfWj63b=s0-d-e1-ft#https://codetwocdn.azureedge.net/images/mail-signatures/generator/all-inclusive/fb.png><https://ci3.googleusercontent.com/proxy/UfilcxDtsq-AVkesBNsc4_Gfmf9G_aSpWLSuL9O1saPyDziZEgWJ7GmCHbanFyke4LLrD4JG-aRLXUSwoYAjYvfaJBRT3cWu2p8DOBsdxThbzhkq7MUbl9lcbUxfQhKxpdLucYgUx=s0-d-e1-ft#https://codetwocdn.azureedge.net/images/mail-signatures/generator/all-inclusive/ln.png><https://ci5.googleusercontent.com/proxy/lBTRjMjtshKDp4kDImITpiVGKa2xQGed59nDkrZSAyaDDHoqJ6y5XYUtlLYpU5HOkdA4M4mFugnZUsJroZ8gs71zoXdm0b2Zs2xRmmOR3eY8eNYQM46KZlkrNE_F5Vrs-Z_g5EvgQu=s0-d-e1-ft#https://codetwocdn.azureedge.net/images/mail-signatures/generator/all-inclusive/tt.png><https://ci6.googleusercontent.com/proxy/798xewNVRV_mp4MN3jHN4pFyfezdCvc5SwTMB_kd_8gCS4I2VL7zen6j4z4OylznprCfpVoFk76Ahm58Wa6ay6O6uXsWD8NkzXlawUlvD-U0OhCiabBTM96jKCr34mSDzK2uSV8RnEFr=s0-d-e1-ft#https://codetwocdn.azureedge.net/images/mail-signatures/generator/all-inclusive/gp.png><https://ci4.googleusercontent.com/proxy/yiElfhHnZSIEpPT2OPczMzXlqSUDMV5zAwM6AEs9Pbsf9O3v3E0X0CWkbXqaUTUKwTacmr3VghedgKV7AWdDyHvUaH3OUWim05MwxgXKIBXxQLaS8CfNPbr-GWtr1gWac0IXdRWXsuWt=s0-d-e1-ft#https://codetwocdn.azureedge.net/images/mail-signatures/generator/all-inclusive/yt.png><https://ci5.googleusercontent.com/proxy/

12/13/2019

REWeb Mail - Illegal Text Messages from ReWeb

VMbpFISuuGwZcoxMSQgx7Rfmnz7p0C1Dnuq1YgaMOjm5Kb7aNKmw9dgd7QPgKz6l5fdLnsxtzkwjAr3wo5Uymw8S-ZoDXBv71q6UtpjnsT-Dh0ac1X2o4_qSCKdjgqFDOCxqet_4nu=s0-d-e-1-ft#https://codetwoedn.azureedge.net/images/mail-signatures/generator/all-inclusive/it.png>

> <https://ci3.googleusercontent.com/proxy/Qd48JGZS1zYWBmyi9WrVfPH-IJ-6pHTJQSLIJFa7XW5dQZq4JNxlIxiJl6_gL_HNMRNgot8v6MEem3CYq5XIZOPfYD2KWqocenOjm9YN6rg=s0-d-e-1-ft#https://imagizer.imageshack.com/v2/640x480q90/921/pG40tK.png>

> On Wed, Sep 11, 2019 at 11:34 AM Kyle McLaughlin <kyle@reweb.us> wrote:

>>

>> Andrew,

>> Thank you for your message and I apologize for the delay in response -

>> After some thorough searching of our database, I was unable to locate the contact information you provided in your email. Furthermore, the phone number in question that reached out to you, 239-319-6036, does not belong to any Reweb representative - you can verify this by visiting our contact and about us page here on our website: <https://reweb.us/meet-our-team/>

>> I also took the liberty of searching the county records of the counties in which we do business in (Lee and Collier Counties) and your name or mailing address did not reflect as a property owner within our immediate market. I bring this up because we provide Real Estate services only within the aforementioned jurisdiction; certainly not in or around Jenkintown, PA.

>> Lastly, you mentioned the message was directed towards "Devin" a supposed owner of 1425 NW 8th Place in Cape Coral, FL - Since that is clearly not you, it appears as though you may have received this message in error, which I might add is not a violation of any TCPA laws. Nonetheless, I understand your concern and can assure you that I was unable to find any records based on the contact information you provided.

>> I do appreciate you bringing this to our attention and I will be sure to place your full contact information within our "Do Not Call" list to avoid any potential issues in the future.

>> Have a wonderful day and feel free to reach out to me directly if you have further questions -

>> Best Regards,

>> Kyle McLaughlin, PA

>> President

>> Licensed FL Real Estate Broker<https://ci3.googleusercontent.com/proxy/Bjfk-F_ZvIJsP7zXZYMOh4jffot-GZpb45WTWK-9PVfjz7EtfVS8uO3ECika_Kc4Dml8X00hwx146dvZyqNnKyZ9Nx8LajEsqEGrYvgtTs=s0-d-e-1-ft#https://imagizer.imageshack.com/v2/1024x768q90/924/ZuyPgG.png>

>>

>>

>> 1441 Ridge Street

>> Naples, FL 34103

>> t: 239.300.2877

>> m: 239.641.1892

>> e: kyle@reweb.us

>> <https://reweb.us><https://ci5.googleusercontent.com/proxy/rWehJX8xmwojr-oK-A7n6UjasQ3ff3qFNb-HVAVfmEY5Fb6oxg39ozjQhuKHVT_Y75tRL4PLAtYqcF-luT8k_zGjxNReHsxd9xEr4BldEVoort1fqGtDbSJ8Sb35fRXHdblpfVj63b=s0-d-e-1-ft#https://codetwoedn.azureedge.net/images/mail-signatures/generator/all-inclusive/fb.png> <https://ci3.googleusercontent.com/proxy/UfllcxDtsq-AVKEsbNSc4_Gfmf9G_aSpWLSuL9O1saPyDziZEgWJ7GmCHbanFyke4LLrD4JG-aRLXUSwoYAjYvfaJBRT3cWu2p8DOBsdxThbzhkq7MUBL9lcbUxfQhKxpdLucYgUx=s0-d-e-1-ft#https://codetwoedn.azureedge.net/images/mail-signatures/generator/all-inclusive/in.png> <https://ci5.googleusercontent.com/proxy/IBTRjMjtshKdp4kDlmiTpiVGKa2xQGed59riDKrZSAyaDDHoqJ6y5XYUtlLYpU5HOKdA4M4mfUgnZUSJroZ8gs71zoXdm0b2Zs2xRmmOR3eY8eNYQM46KzILkRNE_F5Vrs-Z_g5EvgQu=s0-d-e-1-ft#https://codetwoedn.azureedge.net/images/mail-signatures/generator/all-inclusive/tt.png> <https://ci6.googleusercontent.com/proxy/798xewNVRV_mp4MN3jHN4pFyfezDcvc5SwTMB_kd_8gCS4I2VL7zen6j4z4OylznprCfpVoFk76Ahm58Wa6ay6O6uXsWD8NkzXlawUivD-U0OhCiabBTM96jKCr34mSDzK2uSV8RnEfr=s0-d-e-1-ft#https://codetwoedn.azureedge.net/images/mail-signatures/generator/all-inclusive/gp.png> <<https://ci4.googleusercontent.com/proxy/yiElfhHnZSIEpPT2OPczMzXlqSUDMV5zAwM6AEs9Pbsf9O3v3E0X0CWkbXqaUTUKwTacmr3VghedgKV7AWdDyHvUaH3OUWim05MwxgXKIBXxQLaS8CfNPbr-GWtr1gWacOIXdRWXsuWt=s0-d-e-1-ft#https://codetwoedn.azureedge.net/images/mail-signatures/generator/all-inclusive/yt.png>> <https://ci5.googleusercontent.com/proxy/VMbpFISuuGwZcoxMSQgx7Rfmnz7p0C1Dnuq1YgaMOjm5Kb7aNKmw9dgd7QPgKz6l5fdLnsxtzkwjAr3wo5Uymw8S-ZoDXBv71q6UtpjnsT-Dh0ac1X2o4_qSCKdjgqFDOCxqet_4nu=s0-d-e-1-ft#https://codetwoedn.azureedge.net/images/mail-signatures/generator/all-inclusive/it.png>

>>

>> <https://ci3.googleusercontent.com/proxy/Qd48JGZS1zYWBmyi9WrVfPH-IJ-6pHTJQSLIJFa7XW5dQZq4JNxlIxiJl6_gL_HNMRNgot8v6MEem3CYq5XIZOPfYD2KWqocenOjm9YN6rg=s0-d-e-1-ft#https://imagizer.imageshack.com/v2/640x480q90/921/pG40tK.png>

>>

>> On Tue, Sep 10, 2019 at 1:06 PM Andy P. <andyperrong@gmail.com> wrote:

12/13/2019

REWeb Mail Illegal Text Messages from ReWeb

>>>

>>> September 10, 2019

>>> Re: Violation of the Telephone Consumer Protection Act

>>>

>>> Sirs:

>>>

>>> My name is Andrew Perrong. I write to bring to your attention a telemarketing concern of mine. On August 6, I received three text messages placed using an Automatic Telephone Dialing System from the caller ID 239-319-6036 from someone with REWeb Real Estate. The messages read, "Hi Devin, I am reaching out to you today in regards to your property at 1425 NW 8TH PL - I am a local investor and our company just bought a home near yo"

>>> "urs. We are looking to buy other homes in the area so I wanted to personally reach out to make you an offer if you are interested in selling. Please let "

>>> "me know when it would be best for us to chat. Thanks!"

>>> I did not provide my consent to your company/organization to make calls or send text messages to me, and believe that your actions constitute illegal violations of the Telephone Consumer Protection Act. My telephone number for which I am charged for each call and text message, 215-725-1530, is on the National Do Not Call List. It is my understanding that according to the Telephone Consumer Protection Act ("TCPA"), it is illegal to make calls or send text messages to someone on the Federal Do Not Call List without first obtaining the express consent of the recipient. Furthermore, the text messages appear to have been placed by an Automatic Telephone Dialing System, which is prohibited by the TCPA, without first obtaining my written consent.

>>>

>>> I am also using this e-mail to revoke any purported consent you may continue to have to contact me, even though I contend that you never had consent to contact me. I am also using this e-mail to request a copy of your company's do-not-call policy.

>>>

>>> Please forward to my attention all documents that evidence any purported consent to receive calls/messages from your company, any other documents that support a claim that the text message placed to me was not illegal, as well as any other documents that support a claim that there is no relationship between the company that made the messages and your company, if that's your claim. Before I proceed with a formal claim, I wanted to give your company the opportunity to explain its actions. Please forward this information to my attention by e-mail (andyperrong@gmail.com) or a USPS letter with an e-mail carbon copy by Friday, September 13, 2019.

>>>

>>> Thank you kindly,

>>> Andrew Perrong

>>> 1657 The Fairway #131

>>> Jenkintown, PA 19046

>>> 215-791-6957

>>> 215-725-1530

>>> <https://ci3.googleusercontent.com/proxy/TOoU6j0e87S7SQZw58ufeRjYXk4pM2CgAohAPhGast-sjMfOldTLG28V1xTqv-qa1y49cUPgwkfpCPvj6yY0VyOGSuRiktme4rcWGmC5s4LvhNKH5KPvvYZYzWaLFvGUr5WUjdmP896Kt_U7TTDxJ4mk-ZjFcCc76Op--uxvPt8V3D0RmFNbvURht8JUrrK-W_a3Ajl8=s0-d-e1-ft#https://my-email-signature/link/signature.gif?u=156819&e=67572784&v=0f78fd5f194124b6dfe3678f068611d9f15d0f730afb55d640081df99cc7269>



CERTIFICATE OF SERVICE

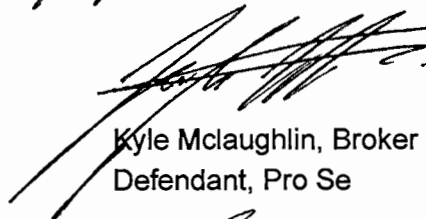
This is to certify that a copy of this answer to the civil action has been sent by ordinary

United States Mail this 16th day of December 2019 to:

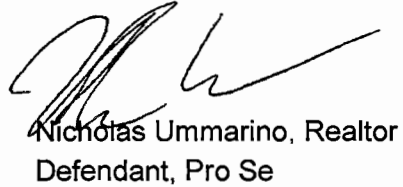
Andrew R. Perrong, Pro Se
Plaintiff
1657 The Fairway #131
Jenkintown, PA 19046



Kyle McLaughlin, Broker
Defendant, Pro Se



Nicholas Ummarino, Realtor
Defendant, Pro Se



Nicholas Ummarino, Realtor
Defendant, Pro Se